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RECORDATION NO. _____ FILED 1425

ACKNOWLEDGEMENT COPY

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT, dated as of January 1, 1985, (the "Assignment Agreement"), by and among RAILBOX COMPANY, a Delaware corporation ("Railbox"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation ("Mercantile") in its capacity as trustee and the Persons listed on Schedule A hereto (each a "Subordinated Creditor" and collectively the "Subordinated Creditors").

RECITALS

A. Contemporaneously herewith, the parties hereto and the Canadian National Railway Company, a Canadian corporation ("CN"), are entering into a conditional sale agreement, dated as of the date hereof (the "CN CSA"), pursuant to which Railbox will conditionally sell, convey, and transfer to CN and CN will conditionally purchase from Railbox the railroad boxcars listed on Schedule B hereto (the "Units").

B. Railbox has entered into seven separate equipment trust agreements (each an "Equipment Trust Agreement" and collectively the "Equipment Trust Agreements") with Mercantile, as trustees (each an "ETC Trustee" and collectively

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the "ETC Trustees") for certain holders of equipment trust certificates, which provide, inter alia, for the acquisition by Railbox of certain railroad boxcars, including the Units, from such ETC Trustees. The Equipment Trust Agreements are dated as of the following respective dates: March 1, 1978; June 1, 1978; July 1, 1978; November 1, 1978; June 1, 1979; March 1, 1980; and March 1, 1980.

C. Railbox has entered into seven separate participation agreements and related agreements with certain of the Subordinated Creditors and a conditional sale agreement with Mercantile, as Agents (each an "Agent" and collectively the "Agents") for certain investors. The participation Agreements are dated as of the following respective dates: February 1, 1979; February 15, 1978; December 1, 1979; December 1, 1979, December 1, 1979; May 1, 1980; and April 1, 1981. The conditional sale agreement is dated as of November 15, 1980.

D. Railbox, certain of the Subordinated Creditors, Trailer Train Company ("Trailer Train"), and Mercantile as ETC Trustees, as Agents, and as trustee for certain investors (the "Lender Trustee") have entered into the Override and Security Agreement, dated as of January 1, 1984, (the "OSA"), which, among other things, amends the Equipment Trust Agreements and grants a security interest in the Units to the Lender Trustee as agent for the ETC Trustees and the Agents.

E. Railbox, the Subordinated Creditors, and Trailer Train have entered into the Railbox Security Agreement, dated as of January 1, 1984 (the "RSA"), pursuant to which Railbox granted a subordinated security interest in the Units to the Subordinated Creditors. Pursuant to Section 3 of the RSA such security interest has been subordinated to the interests in the Units of the Lender Trustee as agent for the ETC Trustees and the Agents.

F. The Equipment Trust Agreements, the OSA, and the RSA do not allow Railbox to enter into the CN CSA without the prior written agreement of the Lender Trustee as agent for the ETC Trustees and the Agents and as the holder of the Railbox Certificates (as such term is defined in the OSA) and without the prior written agreement of the Subordinated Creditors.

G. In order to induce the Lender Trustee as agent for the ETC Trustees and the Agents and as the holder of the Railbox Certificates to consent to the transactions specified in the CN CSA by executing the CN CSA and in order to provide additional security for the obligations of Railbox under the Equipment Trust Agreements and the OSA, Railbox agrees to assign, for security purposes, all its rights, title, and interest in, to, and under the CN CSA to the Lender Trustee

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as agent for the ETC Trustees and the Agents pursuant to the provisions contained herein.

H. In order to induce the Subordinated Creditors to consent to the transactions specified in the CN CSA by executing the CN CSA and in order to provide additional security for the payment and performance by Railbox of the Railbox-Owner Obligations (as such term is defined in the RSA), Railbox agrees to assign, for security purposes, subject to the provisions of Section 3 of the RSA, all its rights, title, and interest in, to, and under the CN CSA to the Subordinated Creditors pursuant to the provisions contained herein.

I. It is a condition precedent to the Lender Trustee and the Subordinated Creditors entering into the CN CSA and thereby consenting thereto that the parties hereto execute and deliver this Assignment Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. Definitions. Unless otherwise defined herein or unless the context otherwise requires, terms defined in the OSA and the RSA when used herein shall have the same meanings specified in the OSA and the RSA.

Section 2. Assignment.

(a) Railbox hereby assigns, transfers, and sets over unto the Lender Trustee as agent for the ETC Trustees and the Agents, as collateral security for the payment and performance of Railbox's obligations under the OSA, the Financing Agreements, and the Railbox Certificates, all Railbox's rights, title, interest, powers, privileges, and other benefits under the CN CSA, including, without limitation, its rights to receive and collect all sums payable to or receivable by Railbox from CN under or pursuant to the provisions of the CN CSA, whether as installment payments, casualty payments, indemnity payments, liquidated damages, or otherwise (such moneys being hereinafter called the "Payments"); provided, however, that subject to the terms and conditions contained herein and until a Default or an Event of Default under the OSA or until a Default Event under the RSA shall occur, it is understood that Railbox shall be entitled to collect and receive all the Payments and to make all waivers and agreements, to give all notices, consents, and releases, and to take all action upon the happening of an event of default under the CN CSA.

(b) Subject to the provisions of Section 3 of the RSA and to the assignment to the Lender Trustee pursuant to subsection 2(a) hereof, Railbox hereby assigns, transfers,

and sets over unto the Subordinated Creditors as collateral security for the payment and performance of the Railbox-Owner Obligations, all Railbox's rights, title, interest, powers, privileges, and other benefits under the CN CSA, including, without limitation, all rights to receive and collect all the Payments on and after the Termination Date; provided, however, that subject to the terms and conditions contained herein and until a Default Event under the RSA shall occur, it is understood that Railbox shall be entitled to collect and receive all the Payments and to make all waivers and agreements, to give all notices, consents, and releases, and to take all action upon the happening of an event of default under the CN CSA.

(c) This Assignment Agreement is executed and delivered by the parties hereto only as security for the obligations of Railbox in respect of the Railbox Certificates and under the OSA and as security for the Railbox-Owner Obligations and the obligations of Railbox under the RSA, and, therefore, the execution and delivery of this Assignment Agreement shall not subject the Lender Trustee or any of the Subordinated Creditors to, or transfer, or pass, or in any way affect or modify, the liability of Railbox under the CN CSA, it being understood and agreed by the parties hereto that notwithstanding this Assignment Agreement or any subse-

quent assignment, all obligations of Railbox to CN shall be and remain enforceable by CN, its successors and assigns, against, and only against, Railbox.

(d) To protect the security afforded by this Assignment Agreement, Railbox agrees as follows:

(i) Railbox will faithfully abide by, perform, and discharge each and every obligation, covenant, and agreement which the CN CSA provides is to be performed by Railbox;

(ii) at Railbox's sole cost and expense, Railbox will appear in and defend every action or proceeding arising under, growing out of, or in any manner connected with the obligations, duties, or liabilities of Railbox under the CN CSA; and

(iii) should Railbox fail to make any payment or to do any act which this Assignment Agreement requires Railbox to make or do, then until the Termination Date, the Lender Trustee as agent for the ETC Trustees and the Agents and on and after the Termination Date, the Subordinated Creditors may, but without obligation so to do, after first making written demand upon Railbox and affording Railbox fifteen days within which to make such payment or do such act, but without releasing

Railbox from any obligation hereunder, make or do the same in such manner and to such extent as the Lender Trustee as agent for the ETC Trustees and the Agents until the Termination Date or the Subordinated Creditors on and after the Termination Date may deem necessary to protect the security provided hereby, including specifically without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Lender Trustee as agent for the ETC Trustees and the Agents until the Termination Date or the Subordinated Creditors on and after the Termination Date, and also the right to perform and discharge each and every obligation, covenant, and agreement of Railbox contained in the CN CSA, and in exercising any such powers, the Lender Trustee as agent for the ETC Trustees and the Agents until the Termination Date or the Subordinated Creditors on and after the Termination Date, may pay necessary costs and expenses, employ counsel, and incur and pay reasonably attorneys' fees, and Railbox will reimburse the Lender Trustee as agent for the ETC Trustees and the Agents or the Subordinated

Creditors, as the case may be, for such costs, expenses, and fees. All such costs, expenses, and fees of the Subordinated Creditors shall be included as part of the Railbox-Owner Obligations secured hereunder and pursuant to the provisions of the RSA.


(e) Prior to the Termination Date, the Subordinated Creditors may not exercise any rights hereunder without the prior written consent of the Lender Trustee. Upon the Termination Date all rights herein of the Lender Trustee as agent for the ETC Trustees and the Agents shall terminate without further act or deed, but the Lender Trustee shall comply with the terms and provisions of Section 5.06(c)(C) of the Railbox Lender Participation and Trust Agreement with respect to any and all property being held by the Lender Trustee in connection with this Assignment Agreement and shall execute and deliver such documents as Railbox and the Subordinated Creditors may reasonably request in order to confirm, or make clear upon public records, such termination of the Lender Trustee's rights herein.

(f) Upon the full discharge and satisfaction of the Railbox-Owner Obligations, this Assignment Agreement shall terminate and all estate, right, title, and interest in and to the CN CSA shall revert to Railbox without further act

or deed, but the Subordinated Creditors shall execute and deliver such documents as Railbox may reasonably request in order to confirm, or make clear on public records, such termination or reversion of such estate, right, title, and interest.

Section 3. The Lender Trustee and the Owner Nominee as Attorneys-in-Fact.

(a) In furtherance of the foregoing assignment, Railbox hereby constitutes and appoints (i) the Lender Trustee as its true and lawful attorney-in-fact to exercise all rights, powers, privileges, and remedies, but not any duty or obligation, of Railbox under, and with full power to enforce compliance by CN of all the terms and conditions of, the CN CSA, such appointment becoming effective immediately upon the execution of this Assignment Agreement and terminating on the Termination Date and (ii) the Owner Nominee as its true and lawful attorney-in-fact to exercise all rights, powers, privileges, and remedies, but not any duty or obligation, of Railbox under, and with full power to enforce compliance by CN of all the terms and conditions of, the CN CSA, such appointment becoming effective immediately upon the execution of this Assignment Agreement and terminating at such time as the Railbox-Owner Obligations shall have been fully satis-



fied. Notwithstanding anything contained in this Section 3 to the contrary, the rights of the Owner Nominee, as Railbox's attorney-in-fact, are subject to the subordination and suspension of rights, powers and remedies set forth in Section 3 of the RSA.

(b) Railbox (i) shall take no action which could adversely affect the rights and powers of such Persons as such attorneys-in-fact, (ii) shall not waive, excuse, condone, forgive, or in any manner release or discharge CN under the CN CSA of or from the obligations, covenants, conditions, and agreements to be performed by CN thereunder, (A) prior to the Termination Date, without the prior written consent of the Lender Trustee, or (B) on and after the Termination Date, without the prior written consent of the Subordinated Creditors, and (iii) shall not consent to any action on the part of CN which could materially and adversely affect the interests of the Lender Trustee as agent for the ETC Trustees and the Agents, the interests of any ETC Trustee or Agent, or the interests of any of the Subordinated Creditors in any of the Units or any of the Payments.

(c) Railbox hereby agrees that the appointment of the Lender Trustee and the appointment of the Owner Nominee as attorneys-in-fact pursuant to the provisions of this Section 3 is coupled with an interest and is irrevocable without

the prior written consent of the Lender Trustee, until the Termination Date, and the Subordinated Creditors.

Section 4. Further Assurances. Railbox will, from time to time, do and perform any other act and will execute, acknowledge, and deliver, and file, register, deposit, and record (and will refile, reregister, rerecord, and redeposit whenever required) any and all further instruments required by law or reasonably requested by the Lender Trustee as agent for the ETC Trustees and the Agents until the Termination Date and the Subordinated Creditors on and after the Termination Date in order to confirm or further assure the interests of the Lender Trustee as agent for the ETC Trustees and the Agents and the Subordinated Creditors hereunder and to the Units, including, without limitation, any amendments to the schedules to the Equipment Trust Agreements to reflect any changes in the markings of the Units.

Section 5. Assignment By Assignees.

(a) The Lender Trustee as agent for the ETC Trustees and the Agents may assign all or any of the rights, title, and interests assigned to it hereby or arising under the CN CSA, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee

or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Lender Trustee as agent for the ETC Trustees and the Agents hereunder. The Lender Trustee as agent for the ETC Trustees and the Agents will give written notice to Railbox, the Subordinated Creditors, and CN of any such assignment.

(b) Subject to the provisions of Section 2 hereof, the Subordinated Creditors may assign all or any of the rights, title, and interests assigned to them hereby or arising under the CN CSA, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Subordinated Creditors and the Owner Nominee hereunder, under the RSA, under the OSA, under any other applicable Ancillary Agreement, and under any applicable Financing Agreement. The Subordinated Creditors will give written notice to Railbox, the Lender Trustee, and CN of any such assignment.


Section 6. Rights Confined to Parties. Nothing expressed or implied herein is intended or shall be construed

to confer upon or give to any Person, other than the parties hereto any right, remedy, or claim under or by reason of this Assignment Agreement or of any term, covenant, or condition hereof, and all the terms, covenants, conditions, promises, and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto.

Section 7. Amendment or Waiver. The provisions of this Agreement may be amended, modified, or waived only with the prior written consent of each of the parties hereto.

Section 8. No Assignment by Railbox. Railbox's rights and obligations under this Assignment Agreement are not assignable.

Section 9. Treatment of Payments Received by Railbox. Railbox, the Lender Trustee, and the Subordinated Creditors acknowledge that all amounts received by Railbox pursuant to the provisions of the CN CSA shall be Unrestricted Cash and such amounts shall be distributed by Railbox pursuant to the provisions of the Financing Agreements, the OSA, the Debt Payment Agreement, and the RSA; provided, however, in the event of a Casualty Occurrence (as such term is defined in the Equipment Trust Agreements) in respect of a Unit, Railbox shall be obligated to treat as Restricted Cash,



and to pay in the manner specified in Section 4.08 of the OSA, an amount equal to that required to be paid pursuant to Section 4.08 of the OSA.

Section 10. Notice. All demands, notices, and communications hereunder shall be in writing and shall be deemed to have been duly given (i) if personally delivered or (ii) three days after the same shall have been mailed, postage prepaid, by certified or registered mail, return receipt requested to:

(a) in the case of Railbox, 101 North Wacker Drive, Chicago, Illinois 60606, Attention of Treasurer, or such other address as may hereafter be furnished by notice given to each of the other parties hereto by Railbox;

(b) in the case of the Lender Trustee, Mercantile-Safe Deposit and Trust Company, Two Hopkins Plaza, Baltimore, Maryland 21203, Attention to the Corporate Trust Department, or such other address as may hereafter be furnished by notice given to each of the other parties hereto by the Lender Trustee;

(c) in the case of each Subordinated Creditor, the address listed for such Subordinated Cred-

itor on Schedule A hereto, or such other address as may hereafter be furnished by notice given to each of the other parties hereto by such Subordinated Creditor.

An affidavit by any Person representing or acting on behalf of Railbox, the Lender Trustee, or any Subordinated Creditor as to such mailing shall be conclusive evidence of the giving of such demand, notice, or communication.

Section 11. Severability. Any provision of this Assignment Agreement which is prohibited or unenforceable in any jurisdiction shall not affect the validity or enforceability of any other provision in such jurisdiction or the validity or enforceability of such provision in any other jurisdiction.

Section 12. Effect of Headings. Section headings contained herein are for convenience only and shall not affect the construction hereof.

Section 13. Governing Law. The provisions of this Assignment Agreement, and all the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of New York.

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Section 14. Counterparts. This Assignment Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such

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counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto, in all their aforescribed capacities, have caused this Assignment Agreement to be executed by their respective officers or other representatives thereunto duly authorized, as of the date first above written.

RAILBOX COMPANY

By: RC Bunting
President & Chief Executive Officer

[Seal]

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY
as the Lender Trustee.

Attest:

By: _____
Corporate Trust Officer

By: _____
Vice President

FIRST ILLINOIS BANK OF
EVANSTON, N.A.
as an Owner-Trustee.

Attest:

By: _____

By: _____

counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto, in all their aforescribed capacities, have caused this Assignment Agreement to be executed by their respective officers or other representatives thereunto duly authorized, as of the date first above written.


RAILBOX COMPANY

By: _____

[Seal]

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY
as the Lender Trustee.

Attest:

By: 
Corporate Trust Officer

By: 
Vice President

FIRST ILLINOIS BANK OF
EVANSTON, N.A.
as an Owner-Trustee.

Attest:

By: _____

By: _____

counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto, in all their aforescribed capacities, have caused this Assignment Agreement to be executed by their respective officers or other representatives thereunto duly authorized, as of the date first above written.

RAILBOX COMPANY

By: _____

[Seal]

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY
as the Lender Trustee.

Attest:

By: _____
Corporate Trust Officer

By: _____
Vice President

FIRST ILLINOIS BANK OF
EVANSTON, N.A.
as an Owner-Trustee.

Attest:

By: Charles W. Tranel
CLIENT EXECUTIVE

By: Charles N. Gordon
V.P. & T.O.

Attest:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION
as an Owner-Trustee.

By: _____

By: _____

Attest:

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION
as an Owner-Trustee.

By: *[Signature]*

By: *[Signature]*

FIRST SECURITY STATE BANK
as an Owner-Trustee.

By: _____

By: _____

[Seal]

CROCKER NATIONAL BANK

Attest:

By: _____

By: _____

[Seal]

BANK OF NEW YORK

Attest:

By: _____

By: _____

Attest:

By: James M. Lane

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION
as an Owner-Trustee.

By: Randy R. Marchant

Attest:

By: _____

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION
as an Owner-Trustee.

By: _____

By: James M. Lane

[Seal]

Attest:

By: _____

[Seal]

Attest:

By: _____

FIRST SECURITY STATE BANK
as an Owner-Trustee.

By: Randy R. Marchant

CROCKER NATIONAL BANK

By: _____

BANK OF NEW YORK

By: _____

Attest:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION
as an Owner-Trustee.

By: _____

By: _____

Attest:

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION
as an Owner-Trustee.

By: _____

By: _____

FIRST SECURITY STATE BANK
as an Owner-Trustee.

By: _____

By: _____

[Seal]

CROCKER NATIONAL BANK

Attest:

By: W. J. [Signature], Vice President

By: [Signature]

[Seal]

BANK OF NEW YORK

Attest:

By: _____

By: _____

Attest:

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION
as an Owner-Trustee.

By: _____

By: _____

Attest:

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION
as an Owner-Trustee.

By: _____

By: _____

FIRST SECURITY STATE BANK
as an Owner-Trustee.

By: _____

By: _____

[Seal]

CROCKER NATIONAL BANK

Attest:

By: _____

By: _____

[Seal]

BANK OF NEW YORK

Attest:

By: RE Luke

By: Jacqueline H. Regan

[Seal]

Attest:

By: David R. Meyer

[Seal]

Attest:

By: _____

[Seal]

Attest:

By: _____

[Seal]

Attest:

By: _____

[Seal]

Attest:

By: _____

CALIFORNIA FIRST BANK

By: C. Robert Jensen

J.P. MORGAN INTERFUNDING CORP.

By: _____

WESTINGHOUSE CREDIT CORPORATION

By: _____

NBS FINANCIAL SERVICES, in its
own capacity and as transferee
of the interests of THE METRO-
POLITAN BANK OF LIMA OHIO

By: _____

THE WAYNE COUNTY NATIONAL BANK
OF WOOSTER

By: _____

[Seal]

CALIFORNIA FIRST BANK

Attest:

By: _____

By: _____

[Seal]

J.P. MORGAN INTERFUNDING CORP.

Attest:

By: Houston A. Stebbins

By: Bonham S. Stokes
Assistant Secretary

[Seal]

WESTINGHOUSE CREDIT CORPORATION

Attest:

By: _____

By: _____

[Seal]

NBS FINANCIAL SERVICES, in its
own capacity and as transferee
of the interests of THE METRO-
POLITAN BANK OF LIMA OHIO

Attest:

By: _____

By: _____

[Seal]

THE WAYNE COUNTY NATIONAL BANK
OF WOOSTER

Attest:

By: _____

By: _____

[Seal]

CALIFORNIA FIRST BANK

Attest:

By: _____

By: _____
SECRETARY

[Seal]

J.P. MORGAN INTERFUNDING CORP.

Attest:

By: _____

By: _____

[Seal]

WESTINGHOUSE CREDIT CORPORATION

Attest:

By: *[Signature]*
SECRETARY

By: *[Signature]*
Manager, Leveraged Funding

[Seal]

NBS FINANCIAL SERVICES, in its own capacity and as transferee of the interests of THE METROPOLITAN BANK OF LIMA OHIO

Attest:

By: _____

By: _____

[Seal]

THE WAYNE COUNTY NATIONAL BANK OF WOOSTER

Attest:

By: _____

By: _____

[Seal]

CALIFORNIA FIRST BANK

Attest:

By: _____

By: _____

[Seal]

J.P. MORGAN INTERFUNDING CORP.

Attest:

By: _____

By: _____

[Seal]

WESTINGHOUSE CREDIT CORPORATION

Attest:

By: _____

By: _____

[Seal]

NBS FINANCIAL SERVICES, in its
own capacity and as transferee
of the interests of THE METRO-
POLITAN BANK OF LIMA OHIO

Attest:

By: _____

By: 

[Seal]

THE WAYNE COUNTY NATIONAL BANK
OF WOOSTER

Attest:

By: _____

By: _____

[Seal]

CALIFORNIA FIRST BANK

Attest:

By: _____

By: _____

[Seal]

J.P. MORGAN INTERFUNDING CORP.

Attest:

By: _____

By: _____

[Seal]

WESTINGHOUSE CREDIT CORPORATION

Attest:

By: _____

By: _____

[Seal]

NB5 FINANCIAL SERVICES, in its
own capacity and as transferee
of the interests of THE METRO-
POLITAN BANK OF LIMA OHIO

Attest:

By: _____

By: _____

[Seal]

THE WAYNE COUNTY NATIONAL BANK
OF WOOSTER

Attest:

By: *John F. Fisher* *Pres. C.F.O.*

By: *Ed E. [unclear]*

[Seal]

Attest:

By: Carole H. Shea

[Seal]

ATTEST:

By: _____

[Seal]

Attest:

By: _____

[Seal]

Attest:

By: _____

[Seal]

Attest:

By: _____

THE FIFTH THIRD BANK

By: Tom Bohanread V.P.

BORG-WARNER LEASING CORPORATION

By: _____

LITTON EQUITY INVESTMENTS, INC.

By: _____

GENERAL ELECTRIC CREDIT
CORPORATION

By: _____

THE OLD PHOENIX NATIONAL BANK
OF MEDINA

By: _____

[Seal]

THE FIFTH THIRD BANK

Attest:

By: _____

By: _____

[Seal]

BORG-WARNER LEASING CORPORATION

ATTEST:

By: W. K. Thomas

By: Thomas F. White

[Seal]

LITTON EQUITY INVESTMENTS, INC.

Attest:

By: _____

By: _____

[Seal]

GENERAL ELECTRIC CREDIT
CORPORATION

Attest:

By: _____

By: _____

[Seal]

THE OLD PHOENIX NATIONAL BANK
OF MEDINA

Attest:

By: _____

By: _____

[Seal]

Attest:

By: _____

[Seal]

ATTEST:

By: _____

[Seal]

Attest:

By: Richard L. [Signature]

[Seal]

Attest:

By: _____

[Seal]

Attest:

By: _____

THE FIFTH THIRD BANK

By: _____

BORG-WARNER LEASING CORPORATION

By: _____

LITTON EQUITY INVESTMENTS, INC.

By: James [Signature]

GENERAL ELECTRIC CREDIT
CORPORATION

By: _____

THE OLD PHOENIX NATIONAL BANK
OF MEDINA

By: _____

[Seal]

THE FIFTH THIRD BANK

Attest:

By: _____

By: _____

[Seal]

BORG-WARNER LEASING CORPORATION

ATTEST:

By: _____

By: _____

[Seal]

LITTON EQUITY INVESTMENTS, INC.

Attest:

By: _____

By: _____

[Seal]

GENERAL ELECTRIC CREDIT
CORPORATION

Attest:

By: *H. W. Gerte*

By: *Wendy E. Ormond*

HERMAN W. GERTE
Manager-Special Projects

[Seal] *Attesting Secretary*

THE OLD PHOENIX NATIONAL BANK
OF MEDINA

Attest:

By: _____

By: _____

[Seal]

THE FIFTH THIRD BANK

Attest:

By: _____

By: _____

[Seal]

BORG-WARNER LEASING CORPORATION

ATTEST:

By: _____

By: _____

[Seal]

LITTON EQUITY INVESTMENTS, INC.

Attest:

By: _____

By: _____

[Seal]

GENERAL ELECTRIC CREDIT
CORPORATION

Attest:

By: _____

By: _____

[Seal]

THE OLD PHOENIX NATIONAL BANK
OF MEDINA

Attest:

By: _____

By: _____

Robert W. Ginter
Gen. & Ac. Comptroller

[Seal]

THE FIRST NATIONAL BANK AND
TRUST COMPANY OF
HAMILTON

Attest:

1129/85
By: Lillian L. Beard

By: Richard E. Kinnaman
for V.P. + Cashier

ACKNOWLEDGED:
CANADIAN NATIONAL RAILWAY COMPANY

[Seal]

By: _____
Title: _____

By: _____
Title: _____

[Seal]

THE FIRST NATIONAL BANK AND
TRUST COMPANY OF
HAMILTON

Attest:

By: _____

By: _____

ACKNOWLEDGED:
CANADIAN NATIONAL RAILWAY COMPANY

Approved
as to form only
[Signature]
Attorney

[Seal]

By: *[Signature]*
Title: VICE PRESIDENT

By: *[Signature]*
Title: Deputy Secretary

STATE OF ILLINOIS)
) ss:
COUNTY OF Cook)

On this 20th day of February 1915, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is President & Chief Executive Officer of Railbox Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its by-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

David X. Walsh
Notary Public

[NOTARIAL SEAL]

My Commission expires

My Commission expires:
November 17, 1938

Schedule A

Bank of New York
52 William Street
New York, NY 10015
Attn: Ms. Debra Perkins

Borg-Warner Leasing Corporation
1355 E. Remington Road, Suite J
Schaumburg, Illinois 60195
Attn: W.K. Denniston

California First Bank
350 California Street, 6th Floor
San Francisco, CA 94111
Attn: C. Robert Jensen

The Connecticut Bank and Trust Company, N.A.
Corporate Trust Department
100 Constitution Plaza, 6th Floor
Hartford, CT 06115
Attn: Fred W. Kawan

Crocker National Bank
111 Sutter Street, 22nd Floor
San Francisco, CA 94104
Attn: Special Loans

The Fifth Third Bank
Fifth Third Center
Cincinnati, Ohio 45263
Attn: David A. Jackson

First Illinois Bank of Evanston, N.A.
800 Davis Street
Evanston, IL 60204
Attn: Chuck Tramel

The First National Bank and Trust Company
of Hamilton
c/o NB5 Financial Services
5131 Post Road
Dublin, OH 43017
Attn: Bob Turner

First Security Bank of Utah, National Association
79 South Main
Salt Lake City, UT 84125
Attn: Ms. Carrie Roach

First Security State Bank
79 South Main
Salt Lake City, UT 84125
Attn: Ms. Carrie Roach

General Electric Credit Corporation
1600 Summer Street
Stamford, CT 06905
Attn: Herman Gerte

J.P. Morgan Interfunding Corp.
522 Fifth Avenue, 12th Floor
New York, NY 10036

Litton Equity Investments, Inc.
Ten Stamford Forum
Stamford, CT 06904
Attn: Vice President-Special Financing

NB5 Financial Services
5131 Post Road
Dublin, Ohio 43017
Attn: Bob Turner

The Old Phoenix National Bank of Medina
c/o NB5 Financial Services
5131 Post Road
Dublin, Ohio 43017
Attn: Bob Turner

The Wayne County National Bank of Wooster
c/o NB5 Financial Services
500 West Wilson Bridge Road
Columbus, Ohio 43285

Westinghouse Credit Corporation
3 Gateway Center
Pittsburg, Pennsylvania 15222
Attn: Manager of Lease Operations

STATE OF ILLINOIS)
COUNTY OF COOK) ss.:

On this 5th day of March, 1985, I have personally compared the foregoing instrument with the original thereof, and found said copy to be complete and identical in all respects to the original.

[SEAL]

My Commission Expires:

Karen K. Thurber
Signature of Notary Public

My Commission Expires November 15, 1988